



EVERGUARD® TPO PUNCTURE RESISTANCE LIMITED WARRANTY

OWNER _____

NAME AND TYPE OF BUILDING _____

ADDRESS OF BUILDING _____

AREA OF ROOF: SQ. FEET _____

ROOF SPECIFICATION: _____

ROOFING APPLICATOR:

NAME _____

TELEPHONE NO. _____

DATE OF COMPLETION _____

ADDRESS _____

DATE OF EXPIRATION _____

THE WARRANTY

GAF warrants to you, the original owner of the building described above, that your GAF EverGuard® TPO roof membrane will resist punctures, tears, and hail damage when installed and maintained in accordance with GAF's requirements.

GAF'S LIABILITY

GAF's sole responsibility for breach of this limited warranty is to repair punctures up to 2" in diameter and tears up to 6" in length caused by impact damage. GAF's total MAXIMUM liability for membrane repairs necessitated by impact damage shall not exceed 10 man hours per 100 squares of roof area per year and 50 man hours per 100 squares over the term of this warranty. Repair or replacement of the roof deck or materials other than the EverGuard® TPO membrane is NOT included.

NOTIFICATION OF CLAIM/OWNER RESPONSIBILITIES

In the event of a puncture or tear to the membrane, you must notify GAF in writing—either by email (preferred) at guarantee@laf.com or by postal mail to GAF Guarantee Services, 1361 Alps Rd., Bldg. 11-1, Wayne, NJ 07470—and provide proof of purchase and application date to establish that you are the original owner within **30 days** after your discovery. **NOTE:** Notice to your contractor or distributor is NOT notice to GAF. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this warranty. GAF may require you to submit, at your expense, samples of your EverGuard® TPO membrane and photographs. You should retain this document for your records in the event that you need to file a claim with GAF.

You **MUST** have in place a regular roof maintenance program as recommended by GAF for the duration of this warranty to keep this limited warranty in effect.

EXCLUSIONS FROM COVERAGE

This limited warranty only covers certain punctures and tears as described above. It does NOT cover leaks or damage caused by any of the following:

1. Improper workmanship in applying the EverGuard® TPO membrane or any other roof component.
2. Lack of roof maintenance or correction of conditions other than puncture or tear coverage as set forth above.
3. Unusual weather conditions or natural disasters, including but not limited to, windstorms, hail exceeding 2" in diameter as recorded at the nearest weather station, floods, hurricanes, lightning, tornados, and earthquakes.
4. Damage due to (a) movement or cracking of the roof deck or building; (b) Improper installation or failure of any materials used in any roof base or insulation; (c) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials; (d) expansion or contraction of any counter flashing or metal work; (e) chemical attack on the EverGuard® TPO membrane including, but not limited to, exposure to grease and oil; or (f) use of materials that are incompatible with the EverGuard® TPO membrane.
5. Changes in the use of the building unless approved in writing in advance by GAF.
6. Any condition that is not in strict accordance with GAF's published application instructions.
7. Use of the roof membrane as a storage area or use of the roof membrane as a traffic-bearing surface.
8. Failure to properly store the EverGuard® TPO membrane in its original packaging until time of installation.
9. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.

No representative, employee, or agent of GAF, or any other person, has any authority to assume for GAF any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized Field Services Manager or Director. GAF shall not be responsible for any change or amendment to the GAF roof specifications used in the construction of your roof unless approved in writing by an authorized GAF Field Services Manager or Director.

This limited warranty **MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY** any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

NON-ASSIGNABILITY

The limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This warranty shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

GAF
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